



CAMBER PHARMACEUTICALS

RETURN GOODS POLICY

Camber Pharmaceuticals requires that all returns be approved by an authorized Camber Pharmaceuticals representative and accompanied by a completed Return Goods Authorization (RGA). All returns require prior Camber Pharmaceuticals approval. Camber Pharmaceuticals will only accept returns from purchasers who have purchased products directly from Camber Pharmaceuticals.

To obtain documentation (Return Goods Authorization, DEA Form 222 if necessary) from our selected returns processor, Qualanex, LLC, access the Qualanex Website at www.qualanex.com, call 1-800-505-9291, email to customerservice@qualanex.com, or Fax at 847-775-7258.

Valuation of Returns

Credit, less rebates and any other discounts and allowances, will be issued based on the original net purchase price, the lowest catalogue price during the previous 24 months, or the current catalogue price on the date of return, whichever is lowest. Camber reserves the right to make the final determination of return value. Camber will not process returns using pricing from third party price lists.

Credit for returned products will be in the form of a Credit Memo issued in a timely manner. No cash returns and no deductions from any invoice can be made. Full credit will only be issued for sealed product.

Credit will not be issued for products that have been destroyed by the purchaser or their third party returns processor without the prior approval of Camber's authorized third party processor and a Return Authorization. Proof of return is customer's responsibility.

For credit information, contact Camber Customer Service at 1-866-827-3647 or customerservice@camberpharma.com with your Return Authorization Number (provided by Qualanex) and your Debit Memo Number.

Returnable Product

Shipping Errors / Damages

Product(s) shipped by Camber in error or damaged in transit, accompanied by a signed Bill of Lading noting damage, if reported to an authorized Camber Pharmaceuticals representative within five (5) days of receipt and returned within thirty (30) days.

Products shipped in error or damaged in transit to consignee, accompanied by a signed Bill of Lading noting such damage, if reported to Camber Customer Service within five (5) days of receipt and returned within thirty (30) days.

Concealed damage claims made within ten (10) days of receipt.

Expired Product

In-date products with less than six (6) months of remaining shelf life and expired products not more than 12 months past expiration date, in original, unopened packages. Partial returns will not be accepted (exception would be returns from the states of Georgia, Mississippi, and North Carolina).

Unexpired Overstock / Ordering Errors

Prior written approval is required for all returns of overstocked product with greater than 6 month's expiration dating, due to slow moving stock or stock ordered by customer in error, and such overstock return will be subject to a 15% restocking fee.

Non-Returnable Product

Products returned without prior Camber Pharmaceuticals' authorization.

Products with more than six (6) months remaining shelf life, without prior written approval.

Products more than twelve (12) months beyond expiration date.

Products discontinued more than one (1) year.

Private label, patient labeled, repackaged products, or product not in original container.

Products with unreadable lot number, NDC, expiration date, or serialization codes.

Partial or opened product returns, except as required by law.

Products damaged due to insurable causes, or improper handling / storage by the customer.

Products not purchased directly from Camber Pharmaceuticals.

Product sold, for the purpose of stockpiling, to any City, County, State and /or Federal entity, whether directly by Camber or through an Authorized Distributor of Record.

Products sold on a non-returnable basis, including, but not limited to, free goods, samples, "stickered", marked, coded, damaged, deteriorated, soiled, promotional incentive, short dated, or discontinued product closeout sale.

Products involved in a distressed, flood, fire, or bankruptcy sale.

Products sold that constitute "Special Handling".

Products purchased for speculative purposes.

Returns received 60 days or more after date of Return Authorization.

Products purchased or distributed contrary to federal, state, or local law or Camber Pharmaceuticals' policy.

Controlled Substance Products

Schedule II controlled substance product returns require a completed DEA Form 222 in addition to an approved Return Goods Authorization (RGA) issued by Qualanex. Subsequent to customer submitting a complete debit memo to Qualanex to request a DEA Form 222, RGA, and packing / shipping instructions, both forms will be mailed to customer via USPS. Schedule II products to be returned, completed DEA Form 222, and RGA must be returned together in a separate shipment apart from all other products and must be shipped in an unmarked container via UPS, DHL, or FedEx.

Schedule III, IV, and V controlled substances must be returned to Qualanex in accordance with federal and state regulations governing the transfer of these substances.

All returns must agree with the approved Return Goods Authorization request.

Miscellaneous

Camber Pharmaceuticals representatives are prohibited from picking up or transporting products for return.

Camber Pharmaceuticals reserves the right to destroy, without recourse, all unauthorized products returned. All products returned become the property of Camber, regardless of credit eligibility.

Wholesalers are not authorized to accept returns of Camber products purchased directly by third parties.

All returned products must be traceable.

Transportation Charges

Transportation and insurance charges on all returned products are the responsibility of the purchaser except when due to Camber Pharmaceuticals' error as determined by Camber Pharmaceuticals. Returned product shipped collect will be refused.

Third Party Return Processing

Third party return processors and all returns must comply and be in accordance with all requirements of the Camber Pharmaceuticals Return Goods Policy. It is the purchaser's responsibility to ensure that third party return processors comply with the Camber Pharmaceuticals Return Goods Policy.

Any returns from non-authorized purchasers will be destroyed.

Camber Pharmaceuticals will not reimburse any service fees to the purchaser or third party return processor, i.e. handling, processing, etc., or freight charges incurred.

All products must be returned to Qualanex for destruction.

Procedure for Returning Merchandise

Step 1: Requesting a Return Goods Authorization

a) Direct purchasers: Please request Return Authorizations from our selected returns processor: Qualanex, LLC. All Return Goods requests must contain the following:

1. Product description (name, strength, package size)
2. NDC # of each item to be returned (Labeler Code of 31722 only)
3. Quantity of each item to be returned

4. Product Lot Number
5. Product Expiration Date
6. Shipper's complete address with contact person, telephone number, email address, and fax number
7. Reason for Return

b) Return authorization will be issued for products in unopened packages within 6 months of expiration and up to 12 months past the expiration date stated on package.

c) Any product return not detailed on the completed RGA will not receive credit, will not be accepted for return, and will be destroyed by Qualanex.

d) RGA Numbers are good for 60 days from the date issued.

Step 2: Returning Merchandise

a) Once approved, please enclose a copy of the RGA form in your shipment.

b) Ship merchandise fully insured and freight pre-paid to: Camber Pharmaceuticals, C/O Qualanex LLC, 1410 Harris Road, Libertyville, IL 60048

Exclusion

This policy does not apply to:

- Recalled Product. Returns of recalled product are subject to the specific terms of the recall notification.
- Divested Product. Returns of divested product are subject to the specific terms of the divestiture notice.

Disclaimer

Camber Pharmaceuticals reserves the right to amend this statement of policy by written notification to the purchaser. This statement of policy shall supersede and/or serve as notice of termination of any previous agreement or policy, whether written, oral, or established through course of dealing between purchaser and Camber Pharmaceuticals with respect to the subject matter hereof.